



REQUEST FOR PROPOSALS

for

Pyrethroid Monitoring Program Services for Solano County Department of Resource Management Public Works Engineering Services Division

Proposals due 2:00 p.m. Friday, May 21, 2021

Solano County Department of Resource Management
675 Texas Street, Suite 5500
Fairfield, California 94533

Contact Person: Pejman Mehrfar, Senior Civil Engineer
Email: Pmehrfar@solanocounty.com

**SOLANO COUNTY DEPARTMENT OF RESOURCE MANAGEMENT
(PUBLIC WORKS)
REQUEST FOR PROPOSALS FOR
PYRETHROID MONITORING SERVICES**

BACKGROUND

California Regional Water Quality Control Board, Central Valley Region has issued an order dated July 13, 2020 related to the Pyrethroid Pesticides Control Program. As a result, County is required to develop a Monitoring Plan or a Pyrethroid Management Plan.

The Solano County Department of Resource Management-Public Works Engineering Services Division is soliciting proposals from qualified and experienced Environmental and Biological professionals to provide the County a plan for monitoring Pyrethroids in streams, drains, and other watersheds within the unincorporated MS4 urban areas of the County. The cost of this contract shall not exceed \$65,000 and the duration of this work will be primarily completed within 3-4 months but the contract may be extended for support up to 1 year.

Consultant must provide qualified staff with biological expertise, ecological expertise, monitoring experience, handling experience, and knowledge of mitigation requirements for Pyrethroids and other pesticides as it relates to California Regional Water Quality Control Board requirements.

DESCRIPTION OF SERVICES TO BE PROVIDED

This Request for Proposals seeks a Consultant who has experience with the preparation of environmental documents required by various local, state, and federal laws and policies. These include, but are not limited to, California Regional Water Quality Control Board (CRWQCB), Federal Water Pollution Control Act (Clean Water Act), National Pollutant Discharge Elimination System permit (NPDES), and the Municipal Storm Water Program Phase II (MS4).

A general description of the Pyrethroid monitoring service is as follows:

- Develop a Pyrethroid Baseline Monitoring Plan based on Central Valley Regional Water Quality Control Board's latest Pyrethroid Control Program Baseline Monitoring requirements for Municipal Stormwater Discharges in the Sacramento and San Joaquin River Basins
- Coordinate meetings and collaboration with local agencies in Solano County that monitor and test for Pyrethroids
- Identify potential sites for Pyrethroid monitoring
- Provide a plan for Toxicity Reduction
- Prepare an Outreach and Educational program for proper insecticides spraying guidelines
- Prepare Standard Operating Procedure (SOP) and update forms for Pyrethroid sampling
- Prepare SOP and update forms for MS4 facility inspections
- Prepare SOP and create templates for Pyrethroid Monitoring

- Propose MS4 Illicit Discharge Detection and Elimination (IDDE)
- Prepare a template for the annual Pyrethroid monitoring report summary
- Attend the Board of Supervisors meeting for Plan approval

Milestone dates for delivery as follows:

- Client meetings, Agency Submittals, Coordination and solicitation of data from local agencies within the Solano County who are actively performing Pyrethroids monitoring: **Within three weeks of Notice to Proceed issuance.**
- Data Analysis, QC, and data summary: **Within five weeks of Notice to Proceed issuance.**
- Generate a draft Pyrethroid Baseline Monitoring Plan: **Within 7 weeks of Notice to Proceed issuance.**
- Generate a final draft Pyrethroid Baseline Monitoring Plan: **Within 1 week from comments from Solano County.**

All staff proposed for positions as required by this RFP shall have practical knowledge and extensive experience working with the biological, ecological, and chemical environments. Staff proposed shall also be familiar with the Municipal Storm Water Program Phase II directives, Standard Quality Control/Quality Assurance Practices, and the project special provisions and contract plans.

The County will make every reasonable effort to provide a minimum of five (5) business days' notice before Consultant services are needed. The successful proposer (Consultant) must enter into a contract agreement with the County. Consultant and successful proposer are interchangeable in this RFP but shall be termed Consultant for purposes of clarity. The work location for this contract will be at various watersheds within Solano County and at Consultant provided laboratory as needed.

GENERAL REQUIREMENTS

The purpose of the Request for Proposals (RFP) is to provide Solano County with the assurance that County-administered Municipal Storm Water Program Phase II (MS4 Permit) addressed National Pollutant Discharge Elimination System permit and that all local, state, and federal regulations are also addressed. The County aims to maintain a level of high quality, professional, environmental consulting services which will keep upcoming permit submissions in environmental compliance.

PROPOSAL SUBMITTAL

The Consultant shall submit three (3) copies of the proposal to the Solano County Department of Resource Management, Public Works, Attn: Matt Tuggle, Engineering Manager, 675 Texas Street, Suite 5500 (5th Floor), Fairfield, California 94533 no later than 2:00 p.m. local time, **Friday, May 21, 2021**. For ease of comparison, the proposal must address the following items in the order listed. While additional information may be submitted, each point in the list below must be addressed in the written proposal. The Department reserves the right to reject any

proposal not meeting these criteria. At a minimum, the proposal shall organize and list the following information for each project:

1. The name, address, and telephone number of the firm. In the case of a national or intentional corporation, list the information for the regional office which will be performing the services.
2. A narrative describing how the Consultant will perform the required services. This narrative should show a detailed outline of the major tasks involved and the amount of time required for each. The date and scope of any Consultant submittal and of any required County actions or responses should be given.
3. A listing of all professional personnel performing the work. Include resumes of these individuals, highlighting experience relevant to the services required herein.
4. The Consultant shall submit a cost proposal to provide services identified in Exhibit A – Scope of Work. Please provide hours and rates for each classification of employee, as well as list the type of scoped activities that the employees would work on. The cost proposal shall be submitted in a separate sealed envelope(s) and will remain sealed until the selection of a Consultant is made. The County reserves the right to award any combination of services.
5. List agencies or firms for which your firm has performed similar work. At a minimum, this listing shall include:
 - a. A description of the scope of work and time period of contract.
 - b. The names, address, and telephone number of an agency representative who is thoroughly familiar with the project.
 - c. A listing of the members of the proposed team, if any, who worked on the project.
6. A progress schedule showing when each of the major items of work will be started and completed and when the final plans, specification, and/or reports will be completed.
7. The proposal shall contain the following signed statement:

GENERAL CONDITIONS

This form is to be signed, dated, and submitted with the Consultant 's proposal.

The Consultant represents that it is an expert in the field of providing the foregoing type of service described herein and understands that the County intends to rely upon advice and recommendations given.

The Consultant acknowledges the following: the County reserves the right to reject any or all proposals, or any portion of a proposal, to waive any informality, technical defect, or clerical error in the proposals or to make an award on the basis of suitability to purpose, superior quality,

service facilities, dates of delivery, or any other factor deemed to be in the best interest of the County, and not price alone. False, incomplete, or unresponsive statements in connection with this proposal may be deemed sufficient cause for rejection. The County shall be the sole judge in making such determination.

This proposal shall remain firm for at least sixty-days (60) after the date of submission.

The undersigned agrees to furnish the services stipulated at the prices and terms stated and subject to these General Conditions.

Signature	Title	Date
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EVALUATION AND SELECTION PROCESS

A Consultant Selection Committee, consisting of County staff, will review and rank all proposals received. The County will attempt to negotiate an agreement with the top ranked or successful Consultant. If a satisfactory agreement cannot be reached, negotiations will be entered into with the second ranked firm who will become the successful proposer. This process will be repeated, if necessary, with lower-ranked Consultants until a tentative agreement is reached with a Consultant. This agreement will then be presented to the Director of Resource Management with a recommendation that it be approved. The final decision on selection of a Consultant and execution of a contract rests with the Director of Resource Management. The County will issue a "Notice to Proceed" upon execution of the contract.

The County's goal is to select the firm that will provide a high quality of work at a reasonable price. While cost will be a consideration, this is not a competitive bid process. The successful applicant will be selected based on experience and capabilities of the firm, the quality of relevant work performed in the past, and the estimated cost of the work, the capability of the team proposed, and compliance with the requirements and purposes of the County Equal Opportunity in Contracts Policy.

All proposals shall become the property of the County upon submission. The County assumes no liability or responsibility in the preparation or submission of any proposal, and such submission shall be at no cost to the County.

TIME SCHEDULE

The proposed schedule for Consultant selection is as follows:

Deadline for receipt of proposals	2 p.m., Friday, May 21, 2021
Consultant Interviews (if required)	May 24-27, 2021
Execution of Agreement	Friday, May 28, 2021

PRE-SUBMISSION CONFERENCE

No pre-submission conference is scheduled for this project.

POINT OF CONTACT

Any questions regarding the work effort described in this RFP should be referred to Pejman Mehrfar at Pmehrfar@solanocounty.com.

EXHIBIT A
SCOPE OF WORK

PROJECT UNDERSTANDING

The County needs an environmental consultant to provide the County a plan for monitoring pyrethroids in streams, drains, and other watersheds within the unincorporated MS4 urban areas of the County.

Pyrethroid Monitoring Services:

- Develop a Pyrethroid Baseline Monitoring Plan based on Central Valley Regional Water Quality Control Board's latest Pyrethroid Control Program Baseline Monitoring requirements for Municipal Stormwater Discharges in the Sacramento and San Joaquin River Basins
- Coordinate meetings and collaboration with local agencies in Solano County that monitor and test for pyrethroids
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- Prepare SOP and create templates for Pyrethroid Monitoring
- Propose MS4 Illicit Discharge Detection and Elimination (IDDE)
- Prepare a template for the annual Pyrethroid monitoring report summary

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

Upon submission of an invoice by Consultant, and upon approval of County's representative, County shall pay Consultant monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

COST PROPOSAL

To be enclosed in a sealed envelope and submitted with the contractor's proposal.

- | | |
|--------------------|-------|
| 1. Project Manager | \$/hr |
| 2. Field Inspector | \$/hr |
| 3. Clerical | \$/hr |

Mileage	\$/mi
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EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Consultant's final invoice for payment providing Consultant has paid all financial obligations undertaken pursuant to this Contract. If Consultant has failed to pay all obligations outstanding, County will withhold from Consultant's final invoice for payment the amount of such outstanding financial obligations owed by Consultant. Consultant is responsible for County's receipt of a final invoice for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Consultant, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Consultant's malfeasance.

C. Following termination, County will reimburse Consultant for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Consultant is in default of the Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. WARRANTY

A. County relies upon Consultant's professional ability and training as a material inducement to enter into this Contract. Consultant warrants that Consultant will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Consultant's work shall not constitute a waiver or release of Consultant from professional responsibility.

B. Consultant further warrants that Consultant possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Consultant's obligation to indemnify County, Consultant must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract

and the results of that work by Consultant, Consultant's agents, representatives, employees or sub Consultants.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Consultant must maintain limits no less than:

- | | | |
|---|---|--|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$5,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. If Consultant maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Consultant.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Consultant must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Consultant; and with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Consultant's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Consultant's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Consultant's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Consultant agrees that notice of cancellation will be delivered in accordance with the policy provisions.

G. Waiver of Subrogation

(1) Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Consultant, its employees, agents and sub Consultants.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

I. Verification of Coverage

(1) Consultant must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. BEST EFFORTS

Consultant warrants that Consultant will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Consultant defaults in Consultant's performance, County shall promptly notify Consultant in writing. If Consultant fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Consultant fails

to commence to cure the default within 30 days after notification, then Consultant 's failure shall terminate this Contract.

B. If Consultant fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Consultant to County.

C. If County serves Consultant with a notice of default and Consultant fails to cure the default, Consultant waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Consultant 's default, County shall be entitled to recover from Consultant all damages allowed by law.

10. INDEMNIFICATION

A. Consultant will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Consultant's operations or from any persons directly or indirectly employed by, or acting as agent for, Consultant, excepting the negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Consultant 's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Consultant from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Consultant's operations regardless if any insurance is applicable or not.

11. INDEPENDENT Consultant

A. Consultant is an independent Consultant and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent Consultant and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Consultant shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Consultant is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Consultant shall indemnify and hold County harmless from any liability which County may incur because of Consultant's failure to pay such obligations.

E. As an independent Consultant, Consultant is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Consultant to change Consultant's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Consultant may provide services to others during the same period Consultant provides service to County under this Contract.

G. Any third persons employed by Consultant shall be under Consultant's exclusive direction, supervision and control. Consultant shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent Consultant, Consultant shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Consultant, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONSULTANT

A. The parties understand and agree that Consultant possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Consultant pledges to perform the work skillfully and professionally. County's acceptance of Consultant's work does not constitute a release of Consultant from professional responsibility.

B. Consultant verifies that Consultant has reviewed the scope of work to be performed under this Contract and agrees that in Consultant's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Consultant shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Consultant shall comply with all federal, state and local laws and regulations applicable to Consultant's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Consultant warrants that it will comply with the appropriate cost principles and administrative requirements including claims for payment or reimbursement by County as outlined in the Applicable Cost Principles and Administrative Requirements table below, as currently enacted or as may be amended throughout the term of this Contract.

Applicable Cost Principles and Administrative Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations)		
OMB (Office of Management and Budget)		
Related URLs:		
• Various OMB Circular:	http://www.whitehouse.gov/omb/grants_circulars	
• Code of Federal Regulations:	http://www.gpoaccess.gov/CFR	

14. CONFIDENTIALITY

A. Consultant shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Consultant shall not use client specific information for any purpose other than carrying out Consultant's obligations under this Contract.

C. Consultant shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Consultant shall not disclose any confidential information to anyone other than the State without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Consultant warrants that Consultant and/or Consultant's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Consultant shall employ or retain no such person while rendering services under this Contract. Services rendered by Consultant's associates or employees shall not relieve Consultant from personal responsibility under this clause.

B. Consultant has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Consultant warrants that Consultant is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Consultant shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Consultant must receive all health and safety information and training.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Consultant warrants that Consultant is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Consultant's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Consultant shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Consultant shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUB CONSULTANT AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Consultant shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of Sub Consultants, Consultant shall require and verify that its sub Consultants maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Consultant of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Consultant is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Consultant's reasonable control, provided Consultant gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Consultant prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Consultant acknowledges that there is no guarantee that County will renew Consultant's services under a new contract following expiration or termination of this Contract. Consultant waives all rights to notice of non-renewal of Consultant's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Consultant, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Consultant shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Consultant's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Consultant's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual

execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Consultant warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Consultant agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Consultant agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Consultant agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Consultant, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Consultant and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Consultant, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Consultant.

35. DEBARMENT OR SUSPENSION OF CONSULTANT

A. Consultant warrants that it has complied with title 49, Code of Federal Regulations, part 29, Debarment and Suspension Certificate, which certifies that it or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is (i) not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; (ii) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; (iii) does not have a proposed debarment pending; and (iv) has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Consultant must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its Consultants, consultants

and agents. When local projects require sub Consultants, Consultant shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Consultant other than those contained.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. DEBARMENT AND SUSPENSION CERTIFICATION

- A. The Consultant signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that her/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to Solano County.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and date of action.

2. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Solano County has not established an Underutilized goal for the Contract. However, proposers are encouraged to obtain DBE participation for this Contract.

3. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code section 8546.7; the Consultant, sub Consultants, and Solano County shall maintain all books documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, Solano County, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

4. ERRORS AND OMISSIONS

Errors and Omissions insurance against loss due to negligent acts, errors and/or omissions, in an amount no less than one million dollars (\$1,000,000) combined single limit per claim and in the aggregate. The policy shall be written on an occurrence form or shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.